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# AGREEMENT

7/1

2007 - 2008

2008 - 2009 6/20

2009 - 2010

3 Year Term

NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT

and

NIAGARA WHEATFIELD ADMINISTRATORS ASSOCIATION

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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Pursuant to the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law), THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between NIAGARA WHEATFIELD CENTRAL SCHOOL DISTRICT (hereinafter called the "District"), and NIAGARA WHEATFIELD ADMINISTRATORS ASSOCIATION, (hereinafter called the "Association")

**WITNESSETH:**

WHEREAS, the parties hereto desire to provide, through this Agreement, methods for orderly collective bargaining between the District and the Association; to secure prompt and equitable disposition of any grievances which might arise; to establish equitable salaries and working conditions for employees in the recognized negotiating unit; and to provide the finest quality education for the students of the District.

WHEREAS, as a statement of good faith, the Taylor Law can be effective only to the extent that the negotiating teams deal openly and fairly with each other on all matters. Equally important is the attitude taken by the District and the Association, relative to the negotiated agreement developed by both teams.

WHEREAS, the District recognizes that Administrators are part of the top management team, responsible to the Superintendent, charged with the responsibility of operating in accordance with District policies and the Superintendent's directives, which interpret such policies. The District recognizes its obligation to establish the environment in which appropriate authority is delegated to the administrative staff commensurate with such responsibility. Further, the District is cognizant of the need for close cooperation and communication with the Association via the office of the Superintendent, with the mutual aim of providing quality education and maintaining an efficient school system geared to the needs of the community.

WHEREAS, the Association recognizes that the Board members are State Officials and have duties, responsibilities and powers imposed by Section 1709 of the Education Law, which duties and powers cannot be abrogated or negotiated away.

WHEREAS, the Association further recognizes that the Superintendent of Schools, by law, is the Chief Executive Officer of the District, with powers and duties set forth in Section 1711 of the Education Law.

WHEREAS, this Agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act, and is governed by the provisions of the New York State Civil Service Law.

WHEREAS, it is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Association, through their duly authorized representatives, agree as follows:

**ARTICLE I**  
**Recognition**

1.01 The District recognizes the Association as the negotiating agent for all full-time (shall mean .5 FTE or greater) employees of the District requiring administrative certification by the New York State Education Department and employed by the District as follows:

Included titles: High School Principal(s)  
Middle School Principal(s)  
Elementary School Principal(s)  
Assistant High School Principal(s)  
Assistant Middle School Principal(s)  
Assistant Elementary Principal(s)  
Athletic Director  
Director of Special Programs  
Assistant Director of Special Programs  
Director of Instructional Technology

Excluded titles: Superintendent of Schools  
Assistant Superintendent for Instruction  
Director of Human Resources  
School Business Executive  
Director of School Facilities and Operations  
Summer School Principal  
All other employees of the District

1.02 The Association agrees and affirms that it does not have, and will not assert, the right to strike against the Niagara Wheatfield Central School District, to assist or participate in a strike, withhold services, or to impose an obligation to conduct, assist or participate in such strike.

1.03 This recognition shall remain in effect for the period provided for by law. Either party may act to modify this recognition in accordance with the law.

**ARTICLE II**  
**School District Rights**

2.01 The District and the Association recognize that subject only to the provisions of this Agreement, the management, direction and control of the District business, operations and personnel are exclusively the function of the District.

2.02 It is the intention hereof that all rights, power, prerogatives and authorities are retained by the District, except those that are specifically abridged or modified by this Agreement.

**ARTICLE III**  
**Association Rights and Representation**

**3.01    Dues**

3.01.1            At the written request of any unit member, the District will deduct dues or an amount equivalent to dues for the Association and its affiliates from the unit members' pay. This request will remain in effect from year to year unless revoked in writing to the School Business Executive.

3.01.2            Dues will be deducted in ten (10) equal installments beginning with the second (2nd) payroll in September and ending with the second (2nd) payroll in January.

3.01.3            The Association will certify each September to the District, in writing, the current rate of the membership dues of the organizations referenced in this Section.

3.01.4            Dues deduction authorization must be in writing on a form prepared by the Association and must be submitted to the District Business Office on or before the first Friday in September.

3.01.5            The amounts deducted shall be sent bi-weekly to the Treasurer of the Association whose name shall be filed with the District Business Office by the Association.

**3.02    Complaints Against Association Members**

3.02.1            Any complaints or derogatory statements regarding an Association member shall be deemed invalid and unfounded unless said complaint is documented in writing. Any formal complaints which are directed toward an Association member from any source shall be called to the member's attention as soon as possible. The Association member shall be afforded the opportunity to reply to same.

3.02.2            Any complaints registered about an Administrator which become a matter of record shall be promptly called to the Administrator's attention.

3.03    Copies:    Copies of said Agreement shall be printed and distributed to Association members at the cost of the District.

**3.04    Right to Use School Equipment**

3.04.1            For the purpose of normal internal Association communication and negotiations, the Association will have the right to use the school buildings and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all other available types of equipment. Such use shall be reasonable, conform to District policy and occur at times when the facilities or equipment are not needed for school business. For the purpose of other than normal internal communication and negotiations, use shall require prior approval of the Superintendent.

3.04.2 The Association will be allowed to deliver its materials through the school delivery service.

#### **ARTICLE IV** **Grievance Procedure**

4.01 A grievance shall be defined as a dispute or controversy involving the interpretation and/or application of the terms of this Agreement, and which alleges any violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement. It is understood and agreed that this article shall not be a substitute for any appropriate action of statutory relief available to any Association member who is covered by the terms and conditions of this Agreement.

4.02 Philosophy: While it is the desire of the parties that complaints and grievances not occur, there may occasionally be disputes or misunderstandings. It is, therefore, agreed that all claims, disputes, differences, controversies and misunderstandings that may arise with regard to the application or claimed violation of the Agreement shall be resolved as outlined herein.

4.03 Informal Discussion: It is recognized that nothing contained in this Article shall be construed as limiting the right of any Association member and/or group of Association members having a grievance to discuss the matter informally with any appropriate party and having the grievance adjusted, provided the Agreement is consistent with the terms of the contract.

4.04 Timeliness: Since it is important that grievances be processed as rapidly as possible with equitable solutions to the problems of the parties, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified, however, may be extended or shortened by mutual agreements.

4.05 Time to File: No grievance shall be valid unless it is submitted at the appropriate level within twenty (20) working days of occurrence of the circumstances on which the grievance is based. It is agreed if no appeal is filed within the time limits provided, the grievance will be considered to have been satisfactorily settled on the basis of the last decision.

4.06 Grievance Representation: Any aggrieved Association member may be represented at any level by anyone he may designate, except that he may not be represented by a representative or officer of any Administrator or teacher organization other than Niagara Wheatfield Administrators Association. The Association shall have a right to be present and state its view on all grievances.

4.07 PR&R Committee: The entire Association membership shall be established as a Professional Rights and Responsibilities Committee to study and consider in accordance with procedures hereinafter set forth whether a particular grievance brought to it by a member is or is not meritorious. The members who are a party in interest to any grievance brought before it shall disqualify themselves from the Committee.

4.08 No Reprisals: The grievant shall have the right to present his grievance free from interference, coercion, restraint, discrimination or reprisal.



4.09 Confidentiality: All hearings described in the approved grievance procedure shall be confidential.

4.10 Procedures

STEP I The grievant shall first discuss the matter with the concerned party with the objective of resolving the matter informally.

STEP II A. In the event the grievance is not resolved at Step I within three (3) days, the grievant shall file the grievance, in writing, with the Professional Rights and Responsibilities Committee for the purpose of review. The Professional Rights and Responsibilities Committee, within five (5) days, shall make a judgment on the merits and so notify the grievant. If the Professional Rights and Responsibilities Committee decides that the grievance has merit, it shall refer such grievance, in writing, to the Superintendent and advise all parties concerned of such action by written notice.

B. The Superintendent shall meet with two (2) representatives of the Association and/or the grievant to arrive at a suitable solution of such alleged grievance within ten (10) days after receipt of the written grievance.

STEP III A. If the Superintendent and the Association are unable to agree on a disposition of the grievance, either party may submit such matter to binding arbitration in accordance with the procedure set forth, if it involves application or interpretation of the express terms of this Agreement. The arbitration shall be commenced by either party within fifteen (15) days after failure to agree, upon service of written notice to the other party of intention to do so. A copy of the Public Employment Relations Board notice of "Demand for Arbitration" shall also be served on the other party. In the event neither party files such notice, the matter shall be considered closed and not subject to further appeal.

B. The parties will attempt to select an arbitrator by mutual agreement from the panel of arbitrators supplied by the New York State Public Employment Relations Board. In the event mutual selection cannot be determined, the procedures of the American Arbitration Association shall be followed.

C. The arbitrator shall issue his decision not later than thirty (30) days from the close of hearings, or, if all hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and set forth the arbitrator's opinion and conclusions on the issues submitted. Both parties hereby agree to be bound by the award of the arbitrator as final and binding.

D. The expenses of the arbitration shall be borne equally by the District and the Association.

E. The arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement, he shall be limited in his review to the issue or issues submitted for arbitration, and he shall be without power or authority to make any decision:



5.05 The Superintendent shall have discretion to increase the length of any administrator's work year by directing the administrator to work during a recess, holiday or vacation. Any administrator assigned by the Superintendent to work days in excess of the regular work year as established by the foregoing provisions of this Article V shall be compensated at a per diem rate calculated on the basis of his or her annual salary divided by two hundred thirty-five (235) (said figure being used only for the calculation of the per diem rate and not to establish any limitation on or definition of the work year of any administrator).

## **ARTICLE VI**

### **Compensation and Fringe Benefits**

#### **6.01 Salary Adjustments:**

(a.) All unit members earning less than the salary limit for their title, as spelled out in Section 6.01 (b), shall receive a salary increase **of three and eight-tenths percent (3.8%) per year increase applied to each Administrator's salary for the first year of the agreement, 2007-2008, and a three and three-quarters percent (3.75%) per year increase applied to each Administrator's salary for the second and third years of the agreement, 2008-2009 and 2009-2010.** A list of the relevant salaries shall be incorporated into this agreement as Appendix "A" and become part of this agreement as if fully set forth herein. **Throughout the term of this agreement, as new hires are hired, their names and appropriate salaries (and appropriate salary adjustments, as determined by the Superintendent) shall be added to the listing of unit members, salaries and titles.**

#### **6.01 (b.) – Salary Caps-**

##### **Salary Caps Effective July 1, 2007 to June 30, 2010:**

<b><u>Secondary Principals :</u></b>	<b><u>\$ 120,000.</u></b>
<b><u>Secondary Asst. Principals:</u></b>	<b><u>\$ 90,000.</u></b>
<b><u>Elementary Principals :</u></b>	<b><u>\$104,000.</u></b>
<b><u>Elementary Asst. Principals :</u></b>	<b><u>\$85,000.</u></b>
<b><u>All Other Titles Within Unit:</u></b>	<b><u>\$104,000.</u></b>

All unit members earning salaries at or in excess of these caps per year shall receive no increases in salary during the term of this agreement. No unit member, may earn a salary greater than these caps per year. Therefore, if any unit member's annual salary reaches these caps, then that unit member's salary shall be frozen at that cap figure per year.

## 6.02 Personal Leave

6.02.1 Personal Illness: Administrators shall be allowed twenty-two (22) days per year and unused days shall accumulate to a maximum of two hundred twenty (220) days.

### 6.02.2 Personal Illness Bank

A. The purpose of the sick leave Bank (hereinafter referred to as Bank) is to provide a unit member with additional protection against loss of pay which the unit member would otherwise incur because of absence from his position by reason of extended personal injury or extended personal illness other than an occupational injury or disease. Under no circumstances shall sick leave days be allowed from the Bank for family illness purposes.

B. Unit members desiring to draw sick leave days from the Bank must be approved by the Administrative Committee and must also meet the following qualifications:

(1) The unit member must have exhausted all accumulated sick leave time, personal leave time, and vacation time (except for five (5) days of vacation time) as of the date of the application, and;

(2) The unit member must furnish a medical certificate evidencing his or her injury or illness for which application is being made and;

(3) The unit member must, subject to the discretion and decision of the Administrative Committee, be willing to be examined by a physician of the Administrative Committee's choice to determine the nature and extent of the injury or illness, prognosis, and the probable length of recovery period.

C. Use of the Bank shall be determined by an Administrative Committee after application has been made by a unit member. Use of the Bank may be by more than one (1) unit member at any given time. Each qualified union member is limited to a lifetime cap of two hundred (200) days from the Bank.

D. The Administrative Committee shall be a standing committee composed of four (4) members: the Superintendent and a designated employee from outside of the bargaining unit, the NWAA President or his or her designee and another designee from inside the NWAA unit. The Administrative Committee shall make its determinations, rulings and decisions by a majority vote of its membership. The Administrative Committee may require by majority vote an examination by a physician of its choice. Should a majority of the Administrative Committee not agree on the disposition of any issue before it they shall mediate the issue until a compromise consensus on such issue is achieved. A one-time extension of sick leave of up to twenty (20) working days from the Bank shall be granted if such time is necessary to achieve consensus on any such issue.

E. The Bank shall be funded by a carryover of the current amount of days in the Bank which, on July 1st of 2007 is 1,541. The Sick Leave Bank shall not be replenished until and unless the level of days in the Bank reaches five hundred (500) days.

F. Notwithstanding past practice, no retiring unit member shall contribute any sick leave days to the Sick Leave Bank upon his or her retirement.

6.02.3 Family Illness

A. Accumulated personal illness leave may be used by an Administrator who finds it necessary to remain with an ill member of the immediate family or household so long as not more than six (6) days of accumulated personal illness leave are used for that purpose in any school year.

1. The term "immediate family" means wife, husband, child, parent, brother and sister.

2. The term "household" means a person or persons who reside permanently with the Administrator.

6.03 Personal Business Days

6.03.1 Personal business days shall not be deducted from personal illness leave and may be used for personal necessities which cannot be reasonably taken care of outside the work day. Association members shall receive three (3) personal business days per year.

6.03.2 Notification of intent to take a personal business day must be given to the Superintendent at least twenty-four (24) hours in advance of the day which the Administrator plans to be absent. This provision shall not be strictly enforced in cases of emergency. Phone contact with the Superintendent, however, shall be required in emergencies.

6.03.3 Other possible uses of personal business days include, but are not limited to:

- A. Funeral of a friend
- B. Award ceremony - employee or child
- C. Religious observances
- D. Childbirth/adoptions

6.03.4 One (1) additional personal business day may be taken from accumulated sick leave, consistent with other provisions of this Article.

6.03.5 Personal days may not be used for vacation purposes or to extend a vacation in any way.

6.03.6 Unused personal business days shall be added to accumulated sick leave but only to the maximum as provided in Section 6.02.1.

6.04 Bereavement Days: An Administrator may be absent for up to five (5) days with pay for each death in the immediate family, including spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent or last close relative for whom the Administrator is responsible for making funeral arrangements. These days shall not be deducted from any accumulated leave.

6.05 Jury Duty: No deduction from pay will be made as a result of an Administrator being absent for jury duty, so long as jury pay is remitted to the District.

6.06 Leave for Professional Conference: In addition to and not subject to conditions in the above Sections of this Article, leaves may be granted by the Superintendent for professional growth. Such leave shall be for educational purposes and/or programs at full pay. Expenses incurred by the Administrator in performance of duties required under this provision shall be reimbursed by the District in full.

6.07 Military Obligation: Administrators may fulfill their ordered military obligation subject to applicable Military Law and Civil Service Law. Administrators are encouraged to fulfill their obligation at such time as it will have the least effect on the operations of the District.

6.08 Workers' Compensation: Days of absence due to compensable injuries suffered in the line of duty shall not be deducted from personal leave allowance. In workers compensation compensable cases, an Administrator will incur no loss of sick leave time, vacation time, or personal leave time. In such circumstances, the District will continue to pay the unit member his regular salary and benefits for the period of compensable injury, or illness, not to exceed one hundred (100) calendar days. Any lump sum settlement for permanent injury or scheduled loss in excess of salary reimbursed shall not be transferred to the District, but shall be retained by the unit member. The salary allowance paid to the member under workers compensation will be transferred to the District.

6.09 Travel Expense-Mileage: Reimbursement for expenses for authorized travel by car by Association members shall be made at the rate specified by Board policy. Mileage reports shall be submitted in accordance with Board policy.

**6.10** Professional Dues: The District shall reimburse Administrators for dues paid to professional organizations. The amount available for reimbursement shall not exceed One Hundred Twenty-five Dollars (\$125) each school year per Administrator. Dues paid to professional organizations which perform a labor relations function, such as SAANYS, shall be excluded from this provision.

**6.11** Health Insurance: The District shall have the right to select the health insurance carrier(s) and the health insurance plan(s) that shall be provided to all employees covered by the terms of this Agreement. However, medical benefits (for traditional health insurance coverage) shall equal those in effect as of July 1, 2007.

Effective July 1, 1998, the District shall pay, on behalf of each unit member, the amount of the premium for either traditional health coverage or coverage by the **Point of Service (POS)**, whichever is less. Any unit member electing more expensive coverage shall remit to the District, through payroll deductions, the incremental difference between the premium cost of such coverage and the premiums which would be due if the unit member had elected the less expensive coverage. Notwithstanding any other provision of this agreement, the Association understands and agrees that premium rates for either traditional coverage or **POS** coverage, or both, are subject to change at any time while this agreement is in effect. The provision in the preceding paragraph, stating that medical benefits shall equal those in effect as of January 1, 1998, shall not be construed to diminish a unit member's obligation to pay the incremental difference for the more expensive coverage in the event of changes in premium rates.

**6.12.1 Point of Service (POS):** Effective July 1, 1998, the District shall make available a **Point of Service (POS)** which eligible employees may choose in lieu of traditional health insurance coverage provided for in Section **6.12.2** of this Agreement. The amount of the prescription co-payment (for generic and non-generic prescription drugs) shall be \$5 (in-network) or \$10 (out-of-network). The **POS** made available will be that which is selected and approved by the Orleans/Niagara School Health Consortium or an equivalent product. Coverage shall include dependent coverage to age 23 and mental health coverage. This Section **6.12.1** shall not be effective during any period of time in which there is no qualified **POS** approved by the Orleans/Niagara BOCES School Health Consortium.

**6.12.2 Traditional Health Insurance:** **Effective July 1, 2007, traditional health insurance prescription co-payments are \$5 for generic drugs, \$10 for brand name formulary drugs and \$15 co-pay for contraceptives. No administrator hired after July 1, 2007, and no current administrator employed on June 30, 2007 who does not have Traditional Blue Cross/Blue Shield on that date (6/30/07) shall be eligible for enrollment in Traditional Blue Cross/Blue Shield after July 1, 2007. Those administrators currently employed on June 30, 2007 are "grandfathered" and can remain on Traditional Blue Cross/Blue Shield, but no new hire or current employee who is enrolled in Point of Service coverage or is eligible for the waiver payment will be eligible for Traditional Blue Cross/Blue Shield coverage. No current or future retiree shall be eligible to switch to Traditional Blue Cross/Blue Shield coverage on or after July 1, 2007.**

**6.12.3 Medical Insurance Waiver Payment.** If the employee and his/her dependent(s) are covered by another group health insurance plan, the employee may choose to withdraw from coverage of the District's health plan and will receive pay in lieu of premiums in the annual amount of \$700 payable in two installments, \$350 in October and \$350 in June. The employee may regain coverage under a District health plan upon thirty (30) days advance written notice to the office of Human Resources. The return to District coverage will be subject to a prorated rebate of any pay in lieu payments to the employee. This pay in lieu arrangement will not apply to the District group dental plan(s).

**6.13 Duplicate Enrollments:** This agreement prohibits health insurance enrollment at the District's expense if the subject employee or the employee's spouse or dependents are covered by comparable coverage by any group health insurance plan which is partially or fully paid by another employer. If a husband and wife are both employed by this District, only one health plan for the family will be paid for by the District. "Comparable coverage" refers to (1) any **POS**

voluntarily chosen by the employee or dependents; (2) any group health insurance plan which is partially or fully paid by another employer with hospital, doctor, major medical coverage, any prescription drug rider and which has annual deductibles and co-payments which total no more than \$1,200.

**6.14 Flexible Spending Plan:** Out-of-pocket medical costs (including health insurance premium payments, deductible amounts and co-payments) and dependent care costs may be paid by unit members through a plan operated by the District in accordance with Section 125 of the Internal Revenue Code. There shall be no contribution by the District to the flexible spending plan. Maximum allowable employee contributions to the flexible spending plan, for reimbursement of medical expenses, shall be \$6,000.

**6.15 Tax-Sheltered Annuities:** The District shall make reasonable arrangements, including but not limited to payroll deductions, to allow members of the bargaining unit to take advantage of tax-sheltered annuities.

**6.16 Sabbatical Leave**

**6.16.1 Policy:**

A. The Sabbatical Leave Program is intended to upgrade the District's educational program by providing assistance and encouragement to qualified professional staff members to improve their teaching or administration skills through a formal educational program beyond the baccalaureate degree.

B. To realize this objective, qualified members of the professional staff may be granted sabbatical leave, under the conditions outlined below, to increase their professional preparation in a specific administration area. The leave must be deemed necessary for the best interests of the schools of the District and is not intended as a reward for services already rendered. A sabbatical leave will not be granted for the purpose of engaging in a gainful occupation or for study other than that related to education.

**6.16.2 Eligibility:** Any professional member of the District may be considered for sabbatical leave if the employee meets the following conditions:

A. The applicant must be a staff member who holds a life or permanent administrative certificate and who has rendered outstanding service for seven (7) consecutive years of full-time professional service in the District.

B. Because application for sabbatical subsidy presumes that the applicant will continue to be a contributing professional staff member after the completion of the leave of absence, plans for retirement may be a controlling factor in deciding whether or not to grant the leave request.

C. The recipient of a sabbatical leave stipend shall file a written statement with the Clerk of the Board that the employee will remain in the service of the District for a period of three (3) academic years after the expiration of the sabbatical leave. A recipient of the



sabbatical leave and stipend may be relieved of this obligation by action of the Board, at the Board's sole discretion.

6.16.3 Number of Leaves Granted: No more than 1% (rounded up to the nearest whole number) of the permanently certified professional staff of the District may be on sabbatical leave at any one time.

6.16.4 Length of Leave and Stipend:

A. Sabbatical leaves may be granted for a full academic year at one-half (1/2) the employee's annual salary or one-half (1/2) year at one-quarter (1/4) the employee's annual salary. Sabbatical leave, once granted will not be terminated before the date of expiration unless agreed to be terminated by the Board.

B. Payment of the contractual salary shall be made on the usual payroll dates, with regular deductions paid into the proper accounts in accordance with the regular provisions for payment of salary and other benefits to administrators. Special arrangements regarding deposits or disposition of checks may be made with the Business Office subject to the prior approval of the Superintendent.

C. An employee on sabbatical leave shall be entitled to any salary increment or other increase which is authorized by the Board.

D. The recipient of the sabbatical leave stipend is permitted to receive compensation from sources other than the District. This compensation must be reported to the District. However, if this compensation exceeds the sabbatical leave stipend, the stipend will be reduced by the amount of the excess other compensation. Grants in aid, research fellowships, GI scholarships and income from personal investments will not be considered other compensation which could cause a deduction of the sabbatical leave stipend granted by the Board.

6.16.5 Applications:

A. Written formal applications for sabbatical leave during the first semester shall be submitted to the Board by the Superintendent prior to the preceding February 1. Each applicant shall be notified of the acceptance or rejection of their application by March 1.

B. Written formal applications for sabbatical leave during the second semester shall be submitted to the Board through the Superintendent prior to the preceding September 1. Each applicant shall be notified of the acceptance or rejection of the application by October 1.

C. Each application must be on a form supplied by the District. It must state the purpose for which leave is requested and how the leave will benefit education in general or the District specifically. The applicant must also state the program of study to be undertaken, the objectives sought, and the methods to be used in attaining those objectives.

D. All applications for sabbatical leave shall be referred to the Sabbatical Leave Committee for preliminary review and screening prior to presentation of the Board. At the

annual organizational meeting, the President of the Board shall appoint two (2) members of the Board and the Superintendent or his designee to the Committee. The President of the Union shall appoint three (3) members of the administrative staff to the Committee. This Committee shall have the duty to review the applications and submit final recommendations to the Board for its approval or other appropriate action.

E. The Sabbatical Leave Committee shall consider the following factors in its recommendations: The potential benefit to the school system; the relative merits of the reasons for the leave; a reasonable distribution of recipients in administrative areas; the relative length of service of the applicants in the District. Preference will be given first to applicants who request a leave for the full academic year, and then to those applicants who have not previously been granted a sabbatical leave as employees of the District, and last to those applicants who desire to undertake programs which lead to advanced degrees which require full-time residence.

F. Approval of an application shall be contingent upon securing a qualified substitute to assume the applicant's duties in the District. Final approval of sabbatical leave requests shall rest with the Board.

6.16.6 Activities: The following activities shall be considered appropriate for sabbatical leave. All activities for which leave is granted must be planned in consultation with the Superintendent and any changes in those plans must be approved in advance by the Superintendent.

A. Formal Graduate Study: The recipient of a sabbatical stipend must enroll in an approved institution and shall earn not less than the number of semester college hours required of the average student enrolled in the institution, taking work for an advanced degree. The content of courses in order of preference shall be:

1. The administrator's own field of work in the District.
2. Closely related fields.
3. Possible change of professional position in the District.

B. Writing a Doctoral Thesis: A plan must be submitted which will state the professional objectives to be sought by such leave and an evaluation of the benefits of such leaves to the District.

C. Independent Study Undertaken in Conjunction with and Approved by a Recognized College or University: An outline of the proposed project shall be presented in such detail as to indicate the value of the project to the present or future service of the applicant in the education field and specifically to the District.

6.16.7 Reports to the Superintendent:

A. An Interim Report: A progress report summarizing the status of the project and with supporting evidence that the leave is being used in a manner consistent with this policy shall be filed for the approval of the Superintendent at the midpoint of the leave.

B. Final Report: A final report shall be filed with the Superintendent at the completion of the leave and shall contain the following:

1. Institution attended.
2. Courses taken.
3. Credits received. When formal college credit has been granted during the leave, an official transcript should be filed with the final report.
4. Experience gained.
5. Evaluation of the benefits achieved or acquired while on leave and how these can be applied to improve the school system.
6. A report on the program to be carried out in the District following the leave period.
7. Any other reports that the Chief School Administrator shall deem necessary to evaluate the leave.

6.16.8 Return to Service:

A. Upon expiration of sabbatical leave, the employee shall be restored to his position or to a position of like nature, service status, and pay, provided that the employee remains eligible for reinstatement under other rules or regulations of the Board.

B. An employee shall not be considered as having fulfilled the requirements until the Superintendent has approved the final report, indicated earlier, which must be filed within thirty (30) days after the employee returns for active duty. In addition, a report of the benefits of the leave as carried out in the District will be requested at the end of the school year after the administrator returns to service. This report, when received by the Superintendent, will be used to inform the Board regarding the benefits and value of the sabbatical leave program to the District.

6.16.9 Failure to Complete Requirements:

A. In the event that the Board finds the employee is not fulfilling the agreement, or, after a review of the facts with the employee on leave, judges the program to be progressing in an unsatisfactory manner, the entire sum paid by the Board shall become due immediately and all future payments shall cease and the employee shall have the right to return to work within 35 days after the termination of said leave.

B. In the event the employee completes the program satisfactorily but does not return to the District as agreed upon in writing, he shall repay to the Board within two (2) years the entire sum received by him from the Board during the leave.

C. If an employee does not remain in the employ of the District for a period of three (3) years immediately following the end of the sabbatical leave, the employee shall repay to the Board, within two (2) years after the end of the sabbatical leave, an amount of money proportional to services not rendered. This will not apply if the employee becomes incapacitated and cannot work or if the Board of Education waives the rule.

#### **6.17 Tuition Reimbursement:**

**6.17.1 Tuition Reimbursement on and after September 1, 1981: All administrators currently employed on July 1, 2007, and/or hired after that date, shall be entitled to tuition reimbursement pursuant to this section.** In order to receive tuition reimbursement, such employees must work toward a degree program in **a pre-approved doctoral program**. Those conditions are summarized below.

- A. Unlimited accumulation of graduate hours.
- B. Approval of all courses that relate to the education courses of the administrator's **pre-approved doctoral** degree program.
- C. Notwithstanding **past practice, no undergraduate courses shall be approved.**

#### **6.18 Child Care Leave**

**6.18.1: Purpose:** Subject to the conditions set forth in this Article, Child Rearing Leave will be granted to any employee for the purpose of caring for a child who is a resident in the employee's own home during the period of the leave. Child care leave shall be granted for childbirth and/or for adoption. Any Administrator, upon becoming medically fit to work, must either return to work or take a child rearing leave for a period of up to one (1) calendar year from the date the leave began. Notwithstanding past practice, employees shall not be eligible for any more leave for multiple births ( i.e. twins, triplets, etc.), and shall be ineligible for any further child care leave until having worked a full two (2) calendar years after return from child care leave.

**6.18.2 Advance Written Notice:** Where the need for the leave can be reasonably anticipated in advance, as in the case of pregnancy, pending adoption, and the like, the employee shall give the Superintendent written notice of the impending need for the leave and as close an approximation as possible of the date when the employee requests the leave to begin. Such a leave of absence for purposes of adoption shall be reduced to one (1) parent, if both parents are employed by the District.

#### **6.18.3 Application:**

- A. Actual application for the leave shall be submitted to the Superintendent at least thirty (30) calendar days in advance of the first day of leave whenever possible and in no case later than the fifth (5th) actual day of absence, if immediate leave had to be taken without notice because of circumstances beyond the employee's control.

B. The leave of absence will begin on the date specified by the employee in the application, unless changed by the employee with at least two (2) weeks advance written notice to the Superintendent.

**6.18.4 Accumulation of Seniority:**

A. Probationary service credit or seniority will not be granted for any period of time spent on child-rearing leave.

B. When employees return from a child-rearing leave, they shall be reccredited with benefits which they had accumulated as of the day prior to the first day of their child-rearing leave.

**6.18.5 Notice of Intent to Return:** An Administrator on leave shall make every reasonable effort to confirm the date of return to work at least sixty (60) days prior to the expected date of return. The parties agree that it is desirable that the leave shall terminate at the end of the school semester.

**6.19 Benefits Reserve Fund.**

**The District hereby establishes a fund for the reimbursement of any qualified uninsured medical, dental, vision or other uninsured medical expenses, as well as uninsured medical insurance co-payments, and premiums for disability insurance, or supplemental medical insurance, pursuant to IRS code Section 105(h), and the rules and regulations pertinent to such funds. This fund shall be established under the following terms and conditions:**

- (a.) **The amount of reimbursement shall not exceed one thousand one hundred dollars (\$1,100) per year for each Administrator for 2007-2008, and one thousand five hundred dollars (\$1,500) for year 2008-2009, and one thousand eight hundred dollars (\$1,800) for year 2009-2010. These funds are District-employer contributions.**
- (b.) **Reimbursement will be for the Administrator and any dependents.**
- (c.) **Unspent amounts will be rolled over and may be used for medical insurance premiums and/or un-reimbursed medical, dental and vision expenses after retirement (with at least five years service to the District) for the employee and any qualified dependents of the employee. Upon death of the employee, surviving spouse, and any remaining qualified dependents, any unspent funds will revert to the District.**
- (d.) **The annual amount of this 105(h) District contribution will be pro-rated for any bargaining unit member who is employed for only a partial year, based on actual service for that year.**

- (e.) Upon termination of employment with the District (other than retirement with more than five (5) years of service to the District) the former employee shall be allowed to utilize any funds remaining to his/her credit for medical insurance premiums and/or un-reimbursed medical, dental and vision expenses after termination for the employee and any qualified dependents of the employee for a period of six (6) months after the date of termination from the District. At that time (after six months), any unspent funds will revert to the District.

## **ARTICLE VII**

### **Professional Responsibilities**

7.01 Administrators Advisory Committee: Since it is the firm belief of the parties that the administration and implementation of educational policy in a school system is best accomplished by maintaining professional dialogue between those charged by law with the responsibility for making policy and those who administer it, the parties agree to establish an Administrators Advisory Committee, pursuant to the following procedures:

7.01.1 A permanent Administrators Advisory Committee composed of all Association members and the Superintendent shall be established.

7.01.2 The Advisory Committee shall meet as needed to discuss and study policies, procedures, new programs, grievances, and other subjects of concern relating to the management of the school system. Date, time, place and agenda to be determined by mutual consent.

7.02 Managerial Responsibilities: Recognizing the Association members exercise managerial responsibilities with respect to the professional and non-instructional staff in their schools, therefore, it is agreed that Association members will be consulted and called upon to advise in negotiations of other contracts and matters that affect their managerial responsibilities. Association members shall not be required to act as a District negotiator against their wishes and there shall be no disciplinary action or reprisals in case of refusal.

### 7.03 Building Responsibilities

7.03.1 A principal shall have the right to manage his individual school, including but not limited to the right to determine methods and means by which operations are to be carried on; to direct the assigned personnel; and to conduct the operation of the school in a safe and effective manner, in accordance with the established policies and regulations of the Niagara Wheatfield Central School District, the Regulations of the Commissioner of Education, all applicable federal and state statutes, and the provisions of any and all contracts with other employee organizations which apply to any and all personnel under his jurisdiction.

7.03.2 The principal shall be consulted in the hiring, retention, supervision, transfer and dismissal of all personnel, either full-time or part-time, both instructional and non-instructional, assigned to his building. Furthermore, all personnel shall be subject to the direct supervision of the building principal and policies of the building in which they work insofar as it does not contradict (conflict) with the policies of the Superintendent. Staffing discussions will be held prior to staff conference days.

7.03.3 All principals will be fully involved in identification, design and implementation of programs which take place in the building(s) they administer.

7.03.4 All educational matters pertaining to individual buildings concerning budget, staff program, administration and implementation thereof shall be cleared through the principal, subject to the approval of the Superintendent.

7.03.5 All scheduling of special areas, such as Art, Health, Library, Music, Physical Education, Reading, Speech and other programs shall be the administrative responsibility of the building principal, subject also to the approval of the Superintendent.

7.04 Evaluation: Evaluation of the work performance of any Association member will be conducted openly. The Association member will be given a copy of any written evaluation report at least one (1) day before any conference to discuss it. The Association member will have the right to discuss such report and any other documents before placement in his personnel file. Each Association member shall have the right to respond in writing within thirty (30) days to any material placed in his personnel file, and his response shall be attached to and become part of the file copy.

#### 7.05 Office Space and Non-Instructional Assistance

7.05.1 Each Association member shall be provided office space and non-instructional assistance. Recommendations from each Association member concerning the improvement of the above shall be forwarded to the Superintendent for his approval.

7.05.2 Each Association member shall be provided proper equipment, supplies and telephones, so that his official duties and professional responsibilities may be carried out efficiently.

7.05.3 Substitutes for the non-instructional assistance, in cases of either short or long term absences, shall be provided when requested by the building principal or designee, subject to the approval of the Superintendent.

7.06 Professional Conferences: The District shall pay all reasonable expenses, including fees, meals, lodging and transportation incurred by Association members representing the District at professional meetings, seminars, workshops and conferences. Written requests shall be submitted, giving full information. All requests will be subject to advance approval of the Superintendent of Schools or his designee. The above "reasonable expenses" can be waived by mutual agreement in order to allow Association members to attend conferences at their own expense. The District agrees that it is desirable that Administrators attend conferences. Receipts shall be submitted for all expenses for which receipts are normally obtained.

7.07 Professional Development: The Superintendent shall have authority to require that one or more unit members attend and receive professional development or training. The content of the training shall be decided upon exclusively by the Superintendent. The dates, times and locations of such training shall be determined by the Superintendent after consultation with the unit member.

## **ARTICLE VIII**

### **Promotions, Transfers and Vacancies**

8.01 All administrative positions that become vacant or are created shall be filled pursuant to the following procedure:

8.01.1 Positions shall be publicized and posted in every school building for a minimum of five (5) working days. The posting should clearly describe the necessary qualifications, duties and/or responsibilities and salary. Additionally, the Association President shall be notified, who will then distribute the information to all absent Administrators on unpaid leave time.

8.01.2 Such notice shall be given as far in advance as practical, ordinarily at least thirty (30) days before the final date when applications must be submitted, and in no event, less than two (2) weeks before such date.

8.01.3 Applicants who desire to apply for such vacancies shall submit their applications to the Superintendent or his authorized agent within the time limit specified in the notice.

8.01.4 All administrative positions listed in the Table of Organization shall be filled by fully certified candidates holding administrative licenses for the positions, based upon existing certification requirements by the State Education Department.

8.01.5 Determination of qualifications shall be based on performance and ability. In the event performance and ability are approximately equal, length of service in the school system shall apply as the determining factor.

8.01.6 All vacant administrative positions listed in the Table of Organization shall be filled within sixty (60) days. Exceptions may occur with mutual agreement between the Superintendent and the Association President. Consistent with the provisions of the law, the Board of Education shall have the right to make changes in the Table of Organization.

#### 8.02 Administrative Transfers

8.02.1 In making administrative transfers, it is recognized as desirable to consider the interests and professional aspirations of Association members. Requests for voluntary



transfers shall be filed in writing with the Superintendent. The applicant shall set forth the reasons for transfers, the building or position sought and qualifications. Such requests shall receive reasonable consideration. If the request for transfer is denied, the Association member shall be informed in writing of the reasons for the denial.

8.02.2 Involuntary transfers shall be made only in case of emergency or to prevent undue disruption of the instructional program or to improve the operation of the District. The affected Association members shall be notified in writing of the change or transfer far enough in advance of implementation to plan accordingly. Involuntary transfers of Association members shall be to comparable positions without loss of salary.

## **ARTICLE IX**

### **Legal Counsel and Representation**

#### **9.01 Save Harmless**

9.01.1 The Board agrees to hold Association members "save harmless" from any financial loss, including attorney fees, arising out of:

- A. Disciplinary action taken against any pupil.
- B. Claim or suit arising from alleged assault, fraud, libel, slander or defamation.
- C. Judgment, within or without the school buildings, by reason of alleged negligence to act or omission to act; provided such Administrator was acting in the discharge of his duties within the scope of his employment or under the direction of the District. The District shall be under no obligation to satisfy any financial or other penalty imposed upon an Administrator as a result of a criminal or illegal offense. It is further agreed and understood that the liability of the District, as set forth in this Section, shall be co-extensive with Sections 3023 and 3028 of the Education Law.

9.02 The Association member so involved shall, within ten (10) days of the time he is served with any summons, complaint, process notice, demand or pleading, deliver the original (or a copy of same) to the Superintendent, or the District shall not be subjected to the obligations of Section 9.01.

9.03 The District shall reimburse any Association member for any financial loss involving personal property arising out of performance of his authorized duties for the District.

## ARTICLE X

### General

10.01 Policies and Regulations: A complete copy of all written District policies, administrative procedures, directives and negotiated contracts shall be provided to the office of each Association member. The above shall be kept current and adjusted as changes occur.

10.02 Board of Education Agenda: All Association personnel shall be provided with an agenda of each Board meeting prior to said meeting. Each Administrator shall be provided with Board meeting enclosures, except for confidential information.

10.03 Severability and Law-Saving: To the best knowledge and belief of the parties, this Agreement contains no provision which is contrary to or inconsistent with constitutional, statutory, or other provisions of federal or New York State law. If any provision of this Agreement is found to be in conflict with or contrary to federal or New York State law, then such provision shall be deemed inoperative. Both parties will then mutually modify or adjust the provision to such extent as necessary to conform to law. The remaining provisions of this Agreement shall remain in full force and effect.

10.04 Negotiations: The following ground rules shall be followed:

10.04.1 Meetings composed of the Superintendent and/or his designee(s) and the Association shall be held at mutually agreed upon dates, time and place.

10.04.2 All meetings shall be open only to representatives of the negotiating teams. Either party may invite consultants to assist and advise during conference sessions. If both parties concur, joint study committees may be formed to study matters under consideration. All individuals and groups shall abide by the established ground rules.

10.04.3 The Superintendent and the Association shall be permitted to make periodic reports to their respective organizations. However, the proceedings of the negotiations shall not be released to the public, unless such issuance has prior approval of both parties.

10.04.4 Both parties shall have the right to request a reasonable length of time to study proposals. Also a caucus may be called by either party for a reasonable length of time.

10.04.5 All negotiations will be conducted in an ethical manner with no unnecessary references to individuals of either group.

10.04.6 When agreements are reached covering the areas under negotiation, the proposed agreement shall be reduced to writing and submitted to the District and Association for approval. Following approval by a majority of each group, the District will take such actions as are necessary to make the contract official.

10.04.7 All participants shall have the right to reasonable use of clerical assistance and/or equipment as necessary to report the status of negotiations. This use shall not include stenographic transcripts.

10.04.8 If negotiations reach an impasse, then the procedures of Section 209 of the Public Employees Fair Employment Law shall be instituted.

10.04.9 When meetings are scheduled during school hours, by mutual agreement of the parties, it is understood that the Association representatives will be allowed release time without loss of salary.

10.04.10 With mutual agreement, additional ground rules may be instituted to expedite the negotiations.

10.05 In the event the Superintendent intends to make a change in a regulation or job description pertaining to Association members, he shall first discuss the anticipated change with the Association.

10.06 Non-Discrimination: Neither the District nor the Association shall unlawfully discriminate against any employee or applicant for employment because of such person's race, color, religion, sex, age, or national origin or because such person is handicapped, a disabled veteran, or a veteran of the Viet Nam Era. All references in this Agreement to the masculine gender apply equally to the feminine gender, unless clearly expressed otherwise.

## **ARTICLE XI**

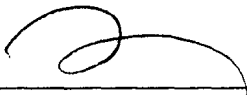
### **Term of Agreement**

11.01 This Agreement shall become effective beginning the first day of July, 2007, and remain in force and effect until the 30th day of June, 2010, except as amended in writing through mutual consent of both parties and subscribed by such parties.

11.02 Requests for negotiations to a successor agreement shall be made by either party directly to the other party in writing. Such requests will be made to the Superintendent with a copy being sent to the President of the Board. In the case of requests to the Association, such requests shall be made to the President of the Association. As of the date of receipt of such requests, the parties will meet within fifteen (15) days at a mutually convenient meeting place and date. All such requests shall contain the reasons for the meeting.

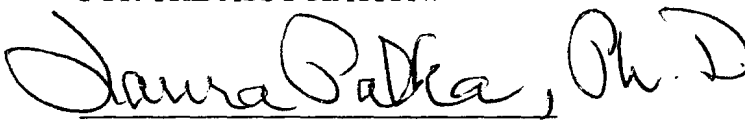
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed, each by its duly authorized officials and representatives, the day and year first above written.

FOR THE DISTRICT:

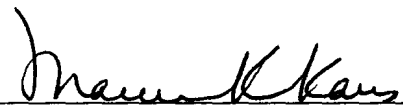
  
\_\_\_\_\_  
JUDITH H. HOWARD, Ed.D.,  
SUPERINTENDENT OF SCHOOLS

10-11-07  
\_\_\_\_\_  
DATE

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
LAURA PALKA  
PRESIDENT

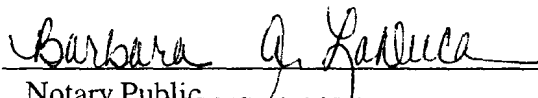
10-10-07  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MAUREEN KAUS,  
BOARD OF EDUCATION PRESIDENT

10-17-09  
\_\_\_\_\_  
DATE


STATE OF NEW YORK     )  
COUNTY OF NIAGARA    ) ss.:

On this 11<sup>th</sup> day of October, 2007, before me came JUDITH H. HOWARD, Ed.D., to me known and known to me to be the Superintendent of the Niagara Wheatfield Central School District, and who executed the foregoing Memorandum of Agreement and duly acknowledged to me that she executed the same.

  
\_\_\_\_\_  
Notary Public  
BARBARA A. LADUCA  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
MY COMMISSION EXPIRES 11/20/09

STATE OF NEW YORK     )  
COUNTY OF NIAGARA    ) ss.:

On this 17<sup>th</sup> day of Oct., 2007, before me came MAUREEN KAUS, to me known and known to me to be the President of the Niagara Wheatfield Central School District Board of Education who is a party to the foregoing Memorandum of Agreement, and who executed said Memorandum of Agreement and duly acknowledged to me that she executed the same.

  
\_\_\_\_\_  
Notary Public

Paul Sikora  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires 10/21/09

STATE OF NEW YORK     )  
COUNTY OF NIAGARA    ) ss.:

On this 10<sup>th</sup> day of October, 2007, before me came LAURA PALKA, Ph.D., to me known and known to me to be the President of the Niagara Wheatfield Administrators Association which is a party hereto, and who executed the foregoing Memorandum of Agreement and duly acknowledged to me that she executed the same.

Barbara A. Laduca  
Notary Public

BARBARA A. LADUCA  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
MY COMMISSION EXPIRES 11/20/09

# **APPENDIX A**

## **Administrative Negotiations Final Salaries**

**3.8% Increase 07/08**

**3.75% Increase 08/09-09/10**

<b>Name</b>	<b>Title</b>	<b>Current Salary 06/07</b>	<b>3.8% Increase 07/08 Salary</b>	<b>3.75% Increase 08/09 Salary</b>	<b>3.75% Increase 09/10 Salary</b>
Beebe, Carol	Elem. Principal	\$ 104,000.00	\$ 104,000.00	\$ 104,000.00	\$ 104,000.00
Buch, Mary Ann	Dir. Of Technology	\$ 84,229.82	\$ 87,430.55	\$ 90,709.20	\$ 94,110.79
Campbell, James	Sec. Asst. Principal	\$ 81,585.94	\$ 84,686.21	\$ 87,861.94	\$ 90,000.00
Canfield, Patrick	Asst. Dir. Spec. Ed.	\$ 76,490.75	\$ 79,397.40	\$ 82,374.80	\$ 85,463.86
Carr, Elizabeth	Elem. Principal	\$ 86,756.71	\$ 90,053.46	\$ 93,430.47	\$ 96,934.11
Carter, Timothy	Elem. Asst. Principal	\$ 64,000.00	\$ 66,432.00	\$ 68,923.20	\$ 71,507.82
DiFilippo, Mark	Director of Athletics	\$ 84,364.80	\$ 87,570.66	\$ 90,854.56	\$ 94,261.61
DiMatteo, Nora	Elem. Principal	\$ 83,200.00	\$ 86,361.60	\$ 89,600.16	\$ 92,960.17
Fitzpatrick, John	Sec. Asst. Principal	\$ -	\$ 70,500.00	\$ 73,143.75	\$ 75,886.64
Luciano, Lenore	Director of Spec. Ed.	\$ 87,739.39	\$ 91,073.49	\$ 94,488.74	\$ 98,032.07
Mills, Donald	Sec. Principal	\$ -	\$ 98,000.00	\$ 101,675.00	\$ 105,487.81
Missana, Paula	Sec. Asst. Principal	\$ -	\$ 69,500.00	\$ 72,106.25	\$ 74,810.23
Mong, Theron	Elem. Principal	\$ 80,000.00	\$ 83,040.00	\$ 86,154.00	\$ 89,384.78
Mosher, Teresa	Sec. Asst. Principal	\$ 69,500.00	\$ 72,141.00	\$ 74,846.29	\$ 77,653.02
Palka, Laura	Sec. Principal	\$ 107,982.62	\$ 112,085.96	\$ 116,289.18	\$ 120,000.00
Spasiano, Michelle	Sec. Principal	\$ 106,862.08	\$ 110,922.84	\$ 115,082.45	\$ 119,398.04
Zawistowski, Maria	Elem. Asst. Principal	\$ 73,794.68	\$ 76,598.88	\$ 79,471.34	\$ 82,451.51

## **Salary Cap**

<b>Title</b>	<b>Former 2006/2007</b>	<b>Current 2007/08-2009/10</b>
Secondary Principal	\$ 112,000.00	\$ 120,000.00
Sec. Asst. Principal	\$ 85,000.00	\$ 90,000.00
Elementary Principal	\$ 104,000.00	\$ 104,000.00
Elem. Asst. Principal	\$ 80,000.00	\$ 85,000.00
All Other Titles	\$ 100,000.00	\$ 104,000.00

